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9 Attorneys for Plaintiff

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION  
13

14 UNITED STATES OF AMERICA,	)	No. CR 05 0745 MMC
	)	
15 Plaintiff,	)	STIPULATION AND <del>[PROPOSED]</del>
	)	ORDER PERTAINING TO STOCK
16 v.	)	CERTIFICATE
	)	
17 MICHAEL FOX,	)	
	)	
18 Defendant.	)	
	)	

19  
20 The parties hereby stipulate and agree to the following:

21 1. On January 4, 2006, defendant Michael Fox ("Fox") pleaded guilty to a single  
22 count of mail fraud in violation of 18 U.S.C. § 1341 in connection with devising a scheme  
23 to defraud CPP, Inc. ("CPP"), Fox's former employer. See, Plea Agreement, at Docket  
24 Entry 22 & Order Accepting Plea as to Michael Fox, at Docket Entry 23.

25 2. In connection with his plea, Fox agreed to pay restitution in an amount to be set  
26 by the Court, but in no event less than \$246,524, for losses caused by Fox's submission to  
27 CPP of fraudulent invoices and claims for expense reimbursement. See, Plea Agreement,

28 ¶ 8.

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3. As part of the plea agreement, Fox agreed to make “a good faith effort to pay any fine, forfeiture or restitution” he is ordered to pay. Id., at ¶ 8. Fox also agreed to “release funds and property under my control in order to pay any fine, forfeiture, or restitution.” Id. In addition, Fox agreed to make a substantial payment toward restitution by January 31, 2006. Id., at ¶ 15.

4. In connection with his employment at CPP, Fox received Stock Certificate No. 1732 in the amount of 100 shares.

5. In furtherance of Fox's promise to make a good faith effort to pay restitution and to surrender assets in order to do so, Fox hereby stipulates and agrees that he will return CPP Inc. Stock Certificate No. 1732 to CPP Inc., and disclaims any and all ownership interest in that Certificate. Fox agrees to surrender the Stock Certificate to CPP no later than close of business on June 22, 2006.

6. The parties agree that this Stipulation does not in any way limit the Court from ordering the transfer or liquidation of other assets in order to pay Fox's restitution obligation. Nor does this Stipulation prohibit or limit in any way CPP Inc. from seeking any other assets in which Fox has an interest in order to pay CPP for losses suffered on account of and arising from Fox's fraud.

IT IS SO STIPULATED.

Dated: 6/4/06

/s/  
MICHAEL FOX  
Defendant

KEVIN V. RYAN  
United States Attorney

Dated: 6/5/06

/s/  
SUSAN E. BADGER  
Assistant United States Attorney


Pursuant to the Stipulation of the parties, IT IS HEREBY ORDERED that defendant Michael Fox surrender to CPP Inc. Stock Certificate No. 1732 in the amount of

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1 100 shares no later than close of business on June 22, 2006.

2  
3 IT IS SO ORDERED.

4 Dated: June 5, 2006

  
MAXINE M. CHESNEY  
United States District Judge

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